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26 **UNITED STATES DISTRICT COURT**

27 **DISTRICT OF NEVADA**

28 BANK OF NEW YORK MELLON,

Plaintiff,

vs.

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY,

Defendant.

Case No.: 2:20-CV-02124-RFB-BNW

**STIPULATION TO STAY DISCOVERY  
AND TO VACATE THE SCHEDULING  
ORDER PENDING THE RESOLUTION  
OF FIDELITY'S MOTION TO  
DISMISS (ECF NO. 25)**

Plaintiff Bank of New York Mellon ("BONY") and defendant Fidelity National Title Insurance Company ("Fidelity") (collectively, the "Parties"), by and through their undersigned counsel, stipulate and agree as follows, subject to the approval of the District Court:

Whereas, BONY filed this action in the United States District Court on November 18, 2020 (ECF No. 1);

Whereas, BONY filed a first amended complaint on March 11, 2021 (ECF No. 19);

Whereas, On April 5, 2021, Fidelity moved to dismiss the first amended complaint based upon an argument that BONY breached the prompt notice provision of the subject title insurance policy (ECF No. 25);

Whereas, the parties agree that the interests of efficiency and judicial economy are best served by staying discovery in this case and vacating the scheduling order until the District Court resolves Fidelity's motion to dismiss.

**NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby stipulate and agree as follows:

1. Discovery in the instant action shall immediately be **STAYED**.
2. The scheduling order previously entered in this action shall be hereby **VACATED**.
3. If the District Court denies Fidelity's motion to dismiss, then the parties shall submit a new scheduling order within 30 days of when the District Court issues that order.

Dated: December 29, 2021

WRIGHT, FINLAY & ZAK

By: /s/-Darren T. Brenner  
DARREN T. BRENNER  
Attorneys for Plaintiff  
BANK OF NEW YORK MELLON

Dated: December 29, 2021


SINCLAIR BRAUN LLP

By: /s/-Kevin S. Sinclair  
KEVIN S. SINCLAIR  
Attorneys for Defendant  
FIDELITY NATIONAL TITLE INSURANCE  
COMPANY

**ORDER**

**IT IS SO ORDERED**

**DATED:** 12:05 pm, January 03, 2022

  
**BRENDA WEKSLER**  
**UNITED STATES MAGISTRATE JUDGE**